

# Staff Summary Report



**Council Meeting Date:** 05/01/08

**Agenda Item Number:** \_\_\_\_\_

**SUBJECT:** Request authorization for the Mayor to sign Amendment #4 to an intergovernmental agreement with Arizona State University to design and construct bus stop improvements.

**DOCUMENT NAME:** 20080501pwry01 **TRANSPORTATION PLANNING (1101-01)**

**SUPPORTING DOCS:** No

**COMMENTS:** (C93-195) Total cost for this Amendment is \$188,000 and ASU will provide \$70,000 to assist in the completion of this project.

**PREPARED BY:** Robert Yabes, Principal Planner (x2734)

**REVIEWED BY:** Carlos de Leon, Deputy PW Manager (x8527)

**APPROVED BY:** Glenn Kephart, Public Works Manager (x8205)

**LEGAL REVIEW BY:** Judith Morgan, Assistant City Attorney (x8814)

**FISCAL NOTE:** Sufficient funds are available in Capital Improvement Fund 6749.

**RECOMMENDATION:** Recommend Approval.

**ADDITIONAL INFO:** This Intergovernmental Agreement will allow the City of Tempe and ASU to design and construct 10 bus shelters and one (1) bus pullout on city right-of-way adjacent to ASU Tempe Campus.

**AMENDMENT NO. 4 TO AGREEMENT NO. C93-195**

**CITY OF TEMPE, ARIZONA  
PUBLIC WORKS DEPARTMENT**

**INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF TEMPE AND  
ARIZONA STATE UNIVERSITY FOR THE IMPLEMENTATION OF  
IMPROVEMENTS OF BUS STOPS IN AND AROUND ASU TEMPE CAMPUS**

THIS AMENDMENT NO. 4 TO AGREEMENT NO. C93-195 (the "Agreement") is made and entered into the \_\_\_\_ day of \_\_\_\_\_, 2008, by and between the City of Tempe, a municipal corporation duly organized and existing under the laws of the state of Arizona (hereinafter referred to as "Tempe") and the Arizona Board of Regents, duly organized and existing under the laws of the state of Arizona, for and on behalf of Arizona State University (hereinafter referred to as "ASU").

WHEREAS, on October 26, 1994, the parties entered into Intergovernmental Agreement No. C93-195, which was amended on July 1, 1999, July 1, 2004, and July 1, 2005 (hereinafter referred to collectively as the "Principal Agreement") for providing Free Local Area Shuttle ("FLASH") service; and,

WHEREAS, the parties wish to establish a program referred to as the "ASU Tempe Transit Service and Facilities Improvement Program" to extend the scope of bus services to include improvements of bus stops in and around ASU Tempe campus (hereinafter "Program"); and,

WHEREAS, the parties wish to enter into this Agreement to add to and amend the Principal Agreement to: (1) implement the Program; and (2) revise the cost to include reimbursement of construction of the transit service and facilities improvements, as contained in this Agreement.

NOW THEREFORE, IT IS HEREBY AGREED, by and between the parties, as follows:

1. Term: Pursuant to this Agreement, the Program will commence on \_\_\_\_\_ 1, 2008, for a term of one (1) year, ending on or before \_\_\_\_\_ 31, 2009. The Agreement can be renewed on an annual basis for five (5) consecutive years, upon the mutual written consent of the parties.
2. Cost: Pursuant to this Agreement, for the first year of the Program, Tempe will compensate ASU \$188,000.00 including contingencies not to exceed \$20,000.00, for the services as set forth in *Schedule C*, attached hereto and incorporated herein by this reference. Annual renewal of this Agreement following the initial Term set forth herein, shall include a review of the cost and scope of the services to be provided for the year by Tempe. Any and all revisions to this Agreement shall be mutually agreed upon by the parties involved and set forth in writing.

3. Payment: Pursuant to *Schedule C* of this Agreement, ASU shall receive payment per the list set forth therein, by way of a single lump sum payment for reimbursement of actual costs for each bus stop location. Payment shall be due and payable subsequent to Tempe's approval of completion of the improvements at each bus stop location. Tempe's review of completed improvements shall be performed within thirty (30) days following receipt of written invoice(s) from ASU, including underlying documentation as requested by Tempe.
4. No modifications of this Agreement shall be made without the written consent of both parties.
5. Pursuant to this Agreement, the Program description and roles of ASU and Tempe described in *Schedule C* are incorporated herein by this reference and made a part hereof.
6. To the extent not inconsistent herewith, all the rest, residue and remainder of the terms of the Principal Agreement shall remain in full force and effect except as herein specifically amended.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first abovementioned.

CITY OF TEMPE, ARIZONA

ARIZONA BOARD OF REGENTS  
for and on behalf of ARIZONA  
STATE UNIVERSITY

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Hugh Hallman  
Mayor

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Ray Jensen  
Associate Vice President:  
Administration and Business Services

The above Agreement has been reviewed pursuant to Arizona Revised Statutes Section 11-952, by the undersigned attorney for the City of Tempe, Arizona, who has determined that it is in the proper form and is within the powers and authority granted to the City of Tempe.

The above Agreement has been reviewed pursuant to Arizona Revised Statutes Section 11-952, by the undersigned attorney for Arizona State University, who has determined that it is in the proper form and is within the powers and authority granted to the granted to Arizona State University.

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Judith Morgan  
City Attorney  
City of Tempe

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Lisa Loo  
Associate General Counsel  
Arizona State University

ATTEST:

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Janet R. Hort  
City Clerk

## **SCHEDULE C**

### **PROGRAM DESCRIPTION AND AGENCY ROLES AND RESPONSIBILITIES**

#### **GENERAL PROVISIONS**

##### **PROGRAM DESCRIPTION**

The Project is a collaborative effort between Tempe and ASU to jointly improve bus stops located within Tempe, for bus stops and right-of-ways in and around the ASU Tempe Campus. The Project will include design and construction of bus shelters and pullouts located around the Tempe ASU Campus along Tempe streets. In addition, the Project seeks to jointly fund, between Tempe and ASU, bus stop improvements including the design and construction of bus stop shelters and pullouts along Tempe streets. As a benefit of the Project, ASU and Tempe shall jointly undertake bus stop improvement projects and share and reduce the individual and total Project costs, as set forth herein.

A minimum of ten (10) bus stop shelters and one (1) bus pullout will be constructed.

No advertising shall be allowed on the subject bus stop shelters or on any bus stop shelter located in Tempe right-of-ways.

This Project is exclusive of the current Flash service. The Principal Agreement between Tempe and ASU will remain in full force and effect except as specifically amended.

##### **ELIGIBLE BUS STOPS AND SERVICES**

This Agreement covers only existing and proposed bus stops in and around ASU Tempe campus, as set forth on *Exhibit 1*, attached hereto and incorporated herein.

##### **Bus Stop Locations:**

The following bus stop locations are covered by this Agreement:

- 1) Bus Stop – Rio Salado at Northwest End of the Sun Devil Stadium
- 2) Bus Stop – Northwest corner of Rio Salado and Packard Drive
- 3) Bus Stop – Southwest Corner of Rio Salado and Packard Drive
- 4) Bus Stop – Southeast Corner of McAllister Drive and Tyler Street
- 5) Bus Stop – Northeast Corner of McAllister drive and Orange Street
- 6) Bus Stop – Southeast Corner of McAllister drive and Orange Street
- 7) Bus Stop – Southwest Corner of McAllister drive and Lemon Street
- 8) Bus Stop – Southeast Corner of McAllister drive and Lemon Street
- 9) Bus Stop – Northeast Corner of McAllister drive and Apache Boulevard
- 10) Bus Stop – Northwest Corner of McAllister Drive and Apache Boulevard

##### **Bus Pullout Location:**

- 1) Bus pullout located at Southeast Corner of University Drive and College Avenue

## **General Provisions:**

### **TOTAL COST**

The proposed reimbursement cost for the first (1<sup>st</sup>) year of the Agreement upon the completion of the bus stop improvements as identified herein, shall not exceed \$188,000.00 collectively, for the locations identified herein.

The total cost per this Agreement is applicable for the first year of operation, FY 2008 – 2009, and shall not exceed \$188,000.00. The cost shall be distributed as follows:

<b>Bus Stop Cost -10 @ \$10,000.00 per shelter</b>	<b>\$ 100,000.00</b>
<b>Bus Pullout Cost-1 @ \$68,000.00 per pullout</b>	<b>\$ 68,000.00</b>
<b>Contingency Cost -</b>	<b>\$ 20,000.00*</b>
<b>Total First Year Cost-</b>	<b>\$ 188,000.00</b>

\*Only expended if additional bus shelters are mutually identified by Tempe and ASU and construction is completed to Tempe's approval on said additional locations.

**CONTINGENCY COST** - Contingency cost in an amount not to exceed \$20,000.00, shall be approved by Tempe in its sole discretion, for the purpose of funding potential bus stop improvement sites in or around the ASU Tempe Campus that are not currently included in the Program. The estimated contingency cost may provide funding for up to two (2) extra bus stops within or around ASU Tempe campus locations to be mutually agreed upon by Tempe and ASU. Contingency cost shall not be due or payable until Tempe's approval of completion of the construction of each location, and following receipt of written invoice(s) from ASU, including underlying documentation as requested by Tempe.

## **AGENCY RESPONSIBILITIES**

### **TEMPE RESPONSIBILITIES**

1. Tempe will reimburse costs up to \$10,000.00 per bus stop shelter location upon Tempe's approval of the completed improvement(s) at each location, and following receipt and approval of written invoice(s) from ASU, including underlying documentation as requested by Tempe.
2. Each bus stop shelter design will be reviewed for approval by Tempe within 14 working days of Tempe's receipt of final submission of the final design and all underlying documentation as needed, provided by ASU.
3. Tempe will undertake reasonable steps to assist ASU in securing necessary permits for construction of the bus stop improvements.

4. Tempe will perform periodic inspections of each constructed improvement located within Tempe right-of-ways subject to this Agreement. If Tempe determines that, pursuant to applicable construction standards, the improvements require maintenance and/or repairs, Tempe shall notify ASU of such required maintenance and/or repairs. Immediately following receipt of such notification from Tempe, ASU shall undertake maintenance and/or repairs at its sole expense, within ten (10) days. If ASU fails to complete said maintenance and/or repairs within the time set forth herein, Tempe or its authorized agent may perform the authorized maintenance and/or repair. Should Tempe determine that imminent danger exists, Tempe's obligation to provide notice to ASU shall be deemed waived, and Tempe or its authorized agent may immediately initiate maintenance and/or repairs. Any and all costs, expenses and fees incurred by Tempe for maintenance and/or repairs performed by Tempe or at its direction, shall be reimbursed by ASU within ten (10) working days of said performance.
5. Tempe shall keep current transit-related information on the subject bus stop shelters located on the Tempe right-of-ways.
6. Tempe shall be responsible for periodically cleaning the bus stop shelters subject to this Agreement. It is expressly agreed and understood that Tempe is under no obligation to maintain, repair or otherwise upkeep the subject bus shelters, other than as expressly set forth herein.
7. No advertising will be allowed on the bus shelters located on Tempe right-of-ways on the ASU Tempe campus. Panels at these locations may be used for transit-related information only, upon approval from Tempe.

#### **ASU RESPONSIBILITIES**

1. ASU shall design, install and construct approved ASU-style bus stop shelters at the locations as set forth herein, in accordance with the City of Tempe construction standards, including but not limited to, ***MAG 2008 Uniform Standard Details for Public Works Construction and MAG 2008 Uniform Standard Specifications for Public Works Construction***. ASU shall comply with all applicable federal, state and local health and safety laws, regulations, ordinances, and requirements in its performance of this Agreement. Prior to undertaking construction, ASU will prepare plans and specifications for the Project subject to approval by Tempe. ASU agrees to cause the Project to be constructed in accordance with the plans, specifications and other requirements as set forth by Tempe, the plans and specifications approved by Tempe and good construction practice. ASU agrees that no construction shall commence prior to approval by Tempe of plans and specifications and other requirements for construction. Approval of any changes in the plans and specifications and other requirements shall be made by Tempe, in its sole discretion.
2. ASU shall be responsible for costs and expenses in the amount of \$7,000.00 per bus stop shelter location.

3. ASU shall secure all necessary permits and provide all required land surveys prior to construction, for each and every subject bus stop location, at its sole expense.
3. ASU shall construct all supporting infrastructure reasonable and necessary for installation of bus stop shelters; including but not limited to, electrical conduits, cement pads, and otherwise, as requested by Tempe.
4. ASU shall maintain, upkeep and/or repair all subject bus stop shelters pursuant to this Agreement within ten (10) days of receipt of notification by Tempe or otherwise.
5. ASU is responsible for and shall install, maintain and/or repair all improvement(s) and/or equipment on the subject bus stop shelters, and shall replace any improvement(s) and/or unit(s) of equipment that has suffered irreparable damages within a period of sixty (60) business days from receipt of notice of required maintenance and/or repairs from Tempe or otherwise, at its sole expense. Said installation, repairs and/or replacement shall restore the subject bus stop shelters to like-new condition, or if that is not possible, to an acceptable condition as determined by Tempe, in accordance with applicable construction standards set forth herein.

# Exhibit 1

## Bus Shelters and Bus Pullout Locations

